

EMPLOYMENT CONTRACT

This Employment Contract is entered into by and between L&T INTERNATIONAL CORPORATION, off Q. Box 501280, San Juan, Metro Manila, Philippines, referred to as the Employer, and JOANNA B. ABELLANOSA,
Malibago, Iligan City, Philippines, hereinafter referred to as the Employee.

The foregoing heading identifies the Employee and the Employee hereby accepts to be employed by the Firm over to serve and perform the functions stipulated herein or as may be assigned from time to time.

The employee understands and recognizes that the employer must operate efficiently in a highly competitive market or industry and the employee assumes the responsibility for cooperating fully to the attainment of the employer's goals. To this end, the employee agrees to devote his/her entire time and attention to the performance of his/her duties and use his/her utmost endeavors to promote the interests of employer and to conform to the rules and regulations of the company now in force or as these rules and regulations are amended. The employee further agrees that he/she will support the employer in its effort to improve productivity and quality of workmanship, living and working conditions, and strengthen goodwill between them.

DUTIES AND RESPONSIBILITIES

The parties hereto agree that the Employee shall be employed as PACKAGER/HAND and shall perform the following duties and responsibilities:

Places tags on containers w/ performing any combination of the following duties: Cleans, packages, combines, mixes & packages. Assembles product. Obtains & sets product, wraps protective material around product. Labels product. Sorts liquids in tilted containers. Tracks special arrangements or selections of product. Inspects materials products at each step of packaging process. Records information, such as weight, time, & date packaged. May check, separate, count, pack, wrap & weigh product. Perform other related duties as required or assigned.

TERAM

The termination of this Contract shall be for a period of one (1) year commencing on the employee's departure from the Philippines and ending twelve months thereafter unless the Director of Labor terminates a different time.

WORK DAYS AND HOURS

The work schedule will be as follows: Monday to Friday, from 9 AM to 6 PM for a total of 40 hours per week. This work schedule is subject to change depending on the Employer's business requirements. Overtime is not compulsory. In the event, however, that an Employee is scheduled to work and agrees to work overtime and does not notify the Employer in advance that he/she will not report and is absent, unless for reasons beyond his/her control, it shall be considered absenteeism, the same as a failure to report on a regular work day. The work week shall commence at 8:10 A.M. Monday morning and end the following Monday morning at 8:10 A.M.

COMPENSATION

The employee shall be compensated for services rendered or work performed at the regular rate of \$20.00 per hour for the first 40 hours of work per week, and one and one half times (1 1/2) the regular rate for all time worked over forty (40) hours in any one work week. The employee shall be compensated for all overtime hours worked under applicable law, provided otherwise.

DEDUCTIONS

CNMI taxes, statutory or regulatory fees imposed on employees by applicable laws, and Social Security, if applicable, shall be withheld from the employee's salary at each pay period. Deductions such as remittances to family and obligations for the payment of loans and other obligations, unless specified herein, may be made only upon the request of the employee. Such authorization must be voluntarily given in writing and in the language spoken and understood by the employee together with an English translation, signed and delivered to the payroll department. The employer shall keep and maintain true, accurate and complete records of all such authorizations and deductions and shall make the same available for inspection and examination upon demand by the Department of Labor and Immigration. The employer shall be provided with a copy of all deductions made from each pay period.

FROM LORING AND OTHERS

1. The Employer shall ensure that the following facilities are provided:
a) Employee provided housing at a charge of \$100.00 per month or \$46.15 pay period.
b) Three meals per day, six days per week at a charge of \$100.00 per month or \$46.15 pay period.
c) Employee to provide own food/beverages (will stay with relative/family).
2. The employee agrees that the employer has the right to increase or decrease the employee's food and lodging deduction, if applicable, based on actual or reasonable cost of providing such facilities at the time these costs are incurred subject to approval by the Department of Labor and Immigration or its successor agency or department.
3. The employee shall have primary responsibility for providing his/her own transportation to and from work unless applicable laws mandate otherwise. Employee agrees to pay the cost of transportation if he/she deems it wise himself/herself of company's transportation services unless applicable laws provide otherwise.
4. Medical insurance or payment of all medical expenses of the employee during the employee's legal stay in the Commonwealth under the terms of this contract or modification thereof, including the cost of referral and evacuation by the Commonwealth Health Center, to the medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the employee's corpse back to another point of origin in the event of death, will be paid by the Employer unless applicable law provides otherwise or except as modified by case law. Any changes in CNMI laws that allow employer to have employees bear medical cost, the employees shall pay such costs as incurred in excess of what the company subsidizes.

5. Employee shall respect and obey all laws, rules and regulations of the Commonwealth of the Northern Mariana Islands and comply with such reasonable rules and regulations as the employer may establish from time to time.

6. Employer agrees to work and live in harmony with her/his co-workers, and at all times to conduct her/himself in an orderly manner with due regard to the comfort and convenience of her/his co-workers.

PRINCIPAL PLACE OF WORK

7. The principal place of employment shall be in Saipan, CNMI. However, the employee may be required to perform other duties outside the CNMI or at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor rules and/or regulations.

REPATRIATION

The employer shall be responsible for the booking and purchase of the employee's return airplane ticket to his/her point of hire at the expiration or termination of the employment contract. The employee expressly agrees to depart the Commonwealth no later than three days after the expiration of the permit unless the permit is renewed, or the employee is permitted to stay in the Commonwealth by operation of law. The employer shall not be responsible for repatriation expenses in the event the employee is transferred to another employer by the Department of Labor and Immigration or where repatriation is not required or mandated by law due to a change in labor or immigration status of the employee.

NOTIFICATION AND REPATRIATION

In the event of a serious illness, accident or death of the Employee, the Employee grants the Employer sole discretion to take any and all appropriate action under applicable laws and rules and this agreement relative to notification of next of kin and repatriation to the country of hire.

OTHER PROVISIONS

The following additional provisions apply to this Contract. (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct, etc.). Company rules and regulations previously filed with DLI.

SAFETY AND HEALTH

The employer agrees to post at the work site, employer-provided housing or supply employee and the employee agrees to strictly adhere to policies, rules and regulations concerning safety, health, fire protection and sanitation. The employer may call general employee and educational meetings which it may deem proper and the time spent at such meetings shall not be considered as working time if held before or after the regular hours of work.

GRIEVANCES

All grievances or disputes between the parties herein arising out of or in connection with this employment contract as to hours, wages or other conditions of employment including health, safety, work and living conditions shall be dealt with in accordance with the following procedures:

- a) Any employee who has a grievance or dispute shall promptly take the matter with the immediate supervisor, or the case of living accommodations, with the Asst. Housing Manager. The immediate supervisor or Asst. Housing Manager shall have 24 hours to adjust or settle the grievance or dispute. If either or both is unable to adjust or settle the matter within 24 hours, then the grievance or dispute shall be reduced to writing by the immediate supervisor or Asst. Housing Manager. The Section of Unit Supervisor or Housing Manager shall have two working days to adjust or settle the grievance or dispute or give his/her answer in writing stating the reasons why he/she was unable to adjust or settle the grievance or dispute.
- b) If the grievance or dispute is not adjusted or settled in paragraph [a], the grievance or dispute shall be referred to the Department Manager who shall have three working days to adjust the grievance or dispute or state in writing his/her reasons why the grievance or dispute cannot be adjusted or why a satisfactory settlement cannot be reached.
- c) If not adjusted or settled, in paragraph [b], the grievance or dispute shall be referred to the General Manager. Management shall have three working days to answer the grievance or dispute in writing or state the reasons why the grievance or dispute cannot be adjusted or why a satisfactory settlement cannot be reached.
- d) If not adjusted in paragraph [c], the employee shall have the option at his/her election to either file his/her grievance with the Department of Labor and Immigration or request for arbitration with outside representatives present for either party, plus a representative of the Department of Labor and Immigration, Division of Labor.
- e) If not adjusted, in paragraph [d], within 30 days, the employee shall have the right to do any and all things necessary to vindicate his/her rights under applicable law or under this employment contract.
- f) It is the intent of the parties hereto that the procedures set forth herein shall serve as a means for the prompt, fair and amicable adjustment or settlement of grievances, dispute or differences that may arise between them. Accordingly, if any grievance or dispute should arise between the employer and employee, there shall be no interruption of operations by the employer or employee. The employee further agrees that he/she shall not cease or take part in any strike, picketing, sit-down, stay-in, slow-down, or other disturbance or restriction of production and/or interference with work in or about the employer's factories or premises, until the procedure provided herein for settlement of grievances or disputes has been fully complied with. The employer reserves the right to suspend with or without pay or terminate the employee for violation of this section.
- g) Any grievance or dispute will automatically be granted if the employer fails to give a disposition within the specified time limit in that step of the grievance procedure. Any grievance not advanced to the next step by the employee within the time limit specified in that step shall be deemed abandoned.